

## CLINICAL PRECEPTORSHIP AGREEMENT

This Agreement is between County of Monterey (the "County") on behalf of Natividad Medical Center, a general acute care hospital wholly owned and operated by the County doing business at 1441 Constitution Blvd., Salinas, California 93906 ("Hospital"), and **TOURO UNIVERSITY - CALIFORNIA**, a California nonprofit public benefit corporation located at 1310 Club Drive, Mare Island, Vallejo, California ("TUC")(each a "Party" and collectively, the "Parties").

### **ARTICLE I - RECITALS**

A. Hospital operates a general acute care hospital with outpatient clinics (collectively referred to as "Facilities").

B. TUC operates a College of Osteopathic Medicine in Vallejo, California, and operates a branch campus in Henderson, Nevada with a College of Osteopathic Medicine. TUC is accredited by the Commission on Osteopathic College Accreditation of the American Osteopathic Association to provide doctoral programs in Osteopathic medicine in Vallejo, California and at its branch campus in Henderson, Nevada.

C. TUC also operates a College of Health Sciences in Vallejo, California, and operates a branch campus in Henderson, Nevada with a College of Health and Human Services. TUC is also accredited by the Accreditation Review Commission on Education for the Physician Assistant (ARC-PA) to provide graduate programs in Physician Assistant Studies in Vallejo, California and Henderson, Nevada.

D. TUC desires that its students (osteopathic medicine students and physician assistants)(individually, a "Student" and collectively, "Students") obtain practical and clinical experience at the Facilities for their clinical preceptorship program ("Program").

E. It is to the mutual benefit of the Parties to this Agreement that the Students of TUC's Program use such Facilities for their clinical preceptorship experience.

Now, therefore, the Parties agree as follows:

#### 1. GENERAL INFORMATION

(a) The period of time for each Student's clinical experience shall be agreed upon by both Parties before the beginning of training.

(b) The maximum number of Students to receive training at Hospital at any one time shall be mutually agreed upon by the Parties at least 60 days prior to the beginning of training based upon the availability of space, supervising personnel, and other considerations.

(c) The TUC program coordinators and the Hospital shall be responsible for arriving at an agreement on behalf of their respective Parties regarding the duration of the

Program training and the number of Students to receive Program training at the Facilities. The Program and the maintenance of standards of instruction shall be the sole responsibility of TUC.

(d) TUC shall only refer for participation in the Program Students who are in good academic standing and TUC shall, at the request of Hospital, provide the Hospital with verification of such good standing.

(e) All Students participating in the Program shall meet all applicable health standards established by any applicable government authority and implemented by Hospital for each Facility. Hospital shall have the right to terminate from the Program any Student when the health status of such Student is detrimental to the health and/or safety of Hospital patients or staff as determined in the sole discretion of Hospital.

## 2. TUC'S RESPONSIBILITIES

(a) **Instruction and Supervision.** TUC shall provide the necessary preparatory instruction and overall supervision for the Students to ensure proper application of principle and theory during the clinical educational experience, and shall only provide Students who are acceptable to Hospital for participation in the Program.

(b) **Education and Assessment.** TUC shall retain ultimate responsibility for the education and assessment of its Students, and shall ensure that Students are adequately familiar with the rules, requirements, and responsibilities governing the Program as described in this Agreement.

(c) **Student Profile.** TUC shall complete and send to Hospital a profile for each Student enrolled in the Program which shall include the Student's name, address and telephone number prior to the beginning of the planned hospital experience. Hospital shall regard this information as confidential, and shall use it only as a source of identification for the Student.

(d) **Schedule of Assignments.** TUC shall notify the Hospital designees (as defined in Section 3(b)) of its planned schedule of Student assignments, including the name of the Student, level of academic preparation and length and dates of field work experience prior to being assigned to Hospital.

(e) **Program Coordinator.** TUC shall designate faculty members to coordinate with designees of Hospital in the planning of the Program to be provided Students.

(f) **Records.** TUC shall maintain all personnel and academic records of the Students.

(g) **Rules and Regulations.** TUC shall enforce rules and regulations governing the Students. TUC shall instruct its Students on the general licensing, certification and accreditation requirements of (1) The Joint Commission ("TJC"), (2) the Centers for Medicare and Medicaid Services ("CMS"), and the Health Insurance Portability and

Accountability Act of 1996, and its attendant regulations, as amended from time to time ("HIPAA"). TUC shall require that the Students comply with all applicable Hospital policies and federal and State regulatory requirements, including, but not limited to TJC standards, CMS requirements and regulations, and HIPAA rules and regulations.

(h) **Confidentiality.** TUC and its agents, Students, representatives, and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. All patient records and information obtained, generated or encountered during the term of this Agreement shall be at all times and remain the property of Hospital. TUC shall inform Students of their duty to maintain the confidentiality of patient and proprietary information, and so to comply with all federal laws including, without limitation, HIPAA, and the California Confidentiality of Medical Information Act ("CMIA"). TUC shall further assure that all patient individually identifiable health care information that TUC or Students collect, maintain, use or transmit under or pursuant to this Agreement is secure, and that the use, maintenance and/or transmission thereof complies with HIPAA and other applicable laws, including CMIA. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of the Agreement and shall provide Hospital with the option of pursuing remedies for breach, or notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to TUC.

(i) Without limiting the foregoing, Students participating in clinical training pursuant to this Agreement are members of Hospital's workforce for purposes of HIPAA within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This subsection applies solely to HIPAA privacy and security regulations applicable to Hospital and does not establish an employment relationship, as addressed in Section 5.

(i) **Insurance.**

TUC shall procure and maintain in force during the term of this Agreement, at its cost and expense, insurance in the amounts that are reasonably necessary to protect it and Hospital against liability arising from or incident to the use of operation of the Hospital by TUC Students and naming Hospital as additional insured. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate each for professional liability insurance and comprehensive general liability insurance. In the event any insurance is claims-made insurance, TUC shall maintain such insurance in force for at least five (5) years following termination of this Agreement. TUC shall also maintain and provide evidence of workers' compensation and disability coverage as required by law. TUC shall provide Hospital with a certificate of insurance evidencing the insurance coverage required under this Paragraph and providing for not less than thirty (30) days' notice to the Hospital of the cancellation or modification of such insurance. TUC shall promptly notify the Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage

required hereunder. TUC shall provide Hospital with a certificate of insurance or other written confirmation that each Student participating in the Program carries health insurance. In addition to General Liability insurance, TUC maintains accident insurance for its Students, who are not considered employees of the Hospital and therefore not covered under Workers' Compensation insurance under California law. Students are required to maintain personal health insurance at all times while on rotations; the Hospital has no liability to provide health care for Students. Hospital may choose to provide services but bear no financial responsibility for Student health care.

(j) **Payroll Taxes and Withholdings.** TUC shall be solely responsible for any compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for employees and agents of TUC providing services under this Agreement. TUC shall defend, indemnify, and hold Hospital harmless from all liability and responsibilities therefor.

(k) **Health of Students.** TUC shall provide to Hospital satisfactory evidence that each Student is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests in the Hospital. Such evidence shall include without limitation (a) demonstrated immunity to or immunizations for chicken pox, measles, mumps, rubella, German measles, and Hepatitis B, and (b) a negative tuberculosis test, or if positive, receipt of clearance through Hospital's Employee Health. TUC shall provide Students with TJC and OSHA approved training and occupational exposure, HIV/AIDS, universal precautions, body mechanics and electrical and fire safety as well as HIPAA training. Hospital will provide appropriate Personal Protective Equipment (PPE, such as Respiratory Fit Mask) for Students entering isolation rooms.

(l) **Background Check.** TUC shall provide proof of a lawful background check for each Student participating in the Program, which shall include at a minimum: a felony criminal search; and a sanction search of the Department of Health and Human Services, Office of Inspector General, for listing as debarred, excluded or otherwise ineligible for federal program participation (<http://oig.hhs.gov/fraud/exclusions.html>).

(m) **Student Responsibilities.** TUC shall notify the Students that they are responsible for:

(i) Following the clinical and administrative policies, procedures, rules and regulations of Hospital;

(ii) Arranging for their own transportation and living arrangements when not provided by TUC;

(iii) Arranging for and assuming the cost of their own health insurance;

(iv) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination;

(v) Following the dress code of the Hospital and wearing name badges identifying themselves as Students;

(vi) Attending an orientation of the Facilities;

(vii) Keeping all patient information confidential. No Student shall have access to or have the right to receive any medical record, except when necessary in the regular course of their clinical experience. The discussion, transmission, or narration in any form by Students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience;

(viii) Complying with the rules and regulations that have been developed by TUC to govern Student activities during assignment to a training institution, a copy of which is attached to this Agreement as Exhibit A; and

(ix) Complying with the Program expectations as outlined in Exhibit B.

### 3. HOSPITAL'S RESPONSIBILITIES

(a) **Clinical Experience.** Hospital shall accept from TUC the mutually agreed upon number of Students enrolled in the Program, and shall provide these Students with a supervised clinical experience.

(b) **Hospital Responsibility.** Hospital shall retain ultimate responsibility for patient care and services. Hospital shall provide a staff of adequate number and quality so as to ensure the safe and continuous health care services of the patients.

(c) **Accreditation.** Upon request, Hospital shall permit the appropriate educational accreditation agency to make site visits to the Facilities to verify the instructional and clinical/non-clinical experience of the TUC's Students.

(d) **Hospital Designee.** Hospital shall designate a member or members of Hospital's staff to participate with the designees of TUC in planning, implementing and coordinating the training Program.

(e) **Records and Evaluations.** Hospital shall maintain complete records and reports on each Student's performance, and shall provide an evaluation to TUC on forms provided by TUC. The completed evaluation shall be forwarded to TUC within ten (10) business days following the conclusion of the Student's clinical experience. In generating and maintaining such records and reports, Hospital agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as FERPA applies to TUC. For purposes of this Agreement, pursuant to FERPA, TUC hereby designates Hospital as a school official with a legitimate educational interest in the educational records of the Students to the extent that access to TUC's records is required by Hospital to carry out the Program.

(f) **Access to Facilities.** Hospital shall permit Students enrolled in the Program access to Hospital facilities as appropriate and necessary for the Program, provided that the presence of the Students shall not interfere with the activities of Hospital. Facilities include space for clinical conferences and access to Hospital's Medical Library.

(g) **Withdrawal of Students.** Hospital may request that TUC withdraw from the Program any Student who Hospital determines is not performing satisfactorily, or who refuses to follow Hospital's administrative policies, procedures, rules and/or regulations, or violates federal or State laws. Such request must be in writing and must include a statement as to the reason(s) why Hospital desires to have the Student withdrawn. TUC shall comply with this request promptly and at the most within five (5) days of receipt of same. In addition to the foregoing, Hospital reserves the right to suspend from participation immediately any Student who poses an imminent danger of harm to patients or others.

(h) **Emergency Health Care/First Aid.** Hospital shall, on any day when Student is receiving training at its Facilities, provide to Student necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, Hospital shall have no obligation to furnish medical or surgical care to any Student. Students will be financially responsible for all such care rendered in the same manner as any other patient.

(i) **Training Capacity.** Students shall perform in a training capacity only, and shall not be utilized to treat patients in lieu of trained professionals who are allied health professionals or members of the Hospital's Medical Staff or employed by Hospital. Students shall perform services for patients only when under the supervision of a qualified professional.

#### 4. NON-DISCRIMINATION

The Parties agree that all Students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

#### 5. STATUS OF SCHOOL AND HOSPITAL

It is expressly agreed and understood by TUC and Hospital that Students under this Program are in attendance for educational purposes, and such Students are not considered employees or agents of Hospital for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

#### 6. INDEMNIFICATION

- a) TUC shall defend, indemnify and hold Hospital, Hospital physicians, its officers, employees and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, the negligent, reckless or intentionally wrongful performance of this Agreement by TUC, its Students, officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Hospital, Hospital physicians, its officers, employees, agents, or sub-contractors. TUC shall reimburse Hospital for

all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which TUC is obligated to indemnify, defend and hold harmless Hospital under this Agreement.

- b) Hospital agrees to indemnify, defend and hold harmless TUC, its officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out or resulting from negligent or intentional acts or omissions of the Hospital, its agents or its employees.

## 7. TERM AND TERMINATION

(a) **Term.** This Agreement shall be effective retroactive to January 1, 2023 and shall remain in effect through January 1, 2028 unless terminated earlier, as set forth in Section 7(b).

(b) **Termination.**

(i) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the Parties.

(ii) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either Party. Such termination shall not take effect, however, with regard to Students already enrolled until such time as those Students have completed their training for the school semester during which such termination notice is given, unless such completion would cause an undue financial hardship on the Hospital or the Hospital unit in which Student is assigned ceases to operate.

(iii) Health and Safety. This Agreement may be immediately terminated as necessary at the sole discretion of Hospital for the health or safety of employees and patients.

(iv) Illegality. In the event a government, administrative or legislative amendment is made to the provisions of the Social Security Act, or in the event of a court decision or government statement that would render this Agreement illegal, or give rise to the reasonable belief by either Party that this Agreement may be in violation of any law, the Parties shall attempt in good faith to renegotiate the provisions of the Agreement. If an agreement cannot be reached within thirty (30) days, this Agreement may be immediately terminated by either Party.

(v) Jeopardy. Notwithstanding anything to the contrary herein above contained, in the event the performance by either Party of any term, covenant, condition or provision of this Agreement should in actuality jeopardize the licensure of Hospital, its participation in Medicare, Medi-Cal, Blue Cross or other reimbursement or payment programs, or its full accreditation by TJC or any other state or nationally recognized accreditation organization, or if for any other reason said performance should be in violation of any statute, ordinance or be otherwise

deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Hospital may at its option terminate this Agreement.

8. COMPENSATION

Compensation to be paid by TUC to Hospital under this Agreement is described in Exhibit C attached hereto.

9. GENERAL PROVISIONS

(a) **Amendments.** This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties.

(b) **Assignment.** Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this Section shall be null and void.

(c) **Attorney's Fees.** In the event that any action, including arbitration, is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

(d) **Cooperation between the Parties.**

(i) The Parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and claims handling issues in a manner that strongly encourages full cooperation between the Parties.

(ii) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "Action") arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the sealing Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto.



(iii) **Survival of Obligations.** The Parties' obligations under this subsection (d) shall survive the expiration or termination of this Agreement for any reason.

(e) **Captions.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

(f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

(g) **Entire Agreement.** This Agreement is the entire agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

(h) **Force Majeure.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party. However, both Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

(i) **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

(j) **Notices.** Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to the Hospital:

Natividad Medical Center  
1441 Constitution Boulevard  
Salinas, California 93906  
Attention: Melissa B. Nothnagle, M.D.  
Chief Medical Officer

Notice to the TUC:

Touro University — California  
1310 Club Drive  
Mare Island  
Vallejo, California 94592  
Attention: Dr. Marilyn Hopkins  
Provost & COO

Or to such persons and places as either Party may from time to time designate by written notice to the other.

(k) **Remedies.** The various rights, options, elections, powers, and remedies of the respective Parties contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

(l) **No Agency Relationship.** Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties. The Parties further agree that neither shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other Party except as specifically provided in this Agreement.

(m) **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

(n) **Waiver.** Any waiver of any terms and conditions hereof must be in writing and signed by the Parties. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

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*Signature Page Follows*

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their execution is made.

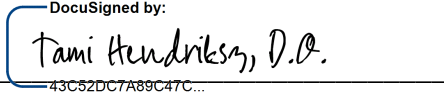
**Hospital**

By: \_\_\_\_\_

Title:

Date:

**TUC**

By:  \_\_\_\_\_  
DocuSigned by:  
Tami Hendriks, D.O.  
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Title: Dean and CAO

Date: 04-02-2024 | 3:04 PM EDT

## EXHIBIT A

### CLINICAL EXPERIENCE RULES AND REGULATIONS

The clinical experience of each Student during assignment at Hospital's Facility shall be governed by the following rules and regulations:

1. Students shall be supervised by a licensed physician (D.O. or M.D.).
2. Students shall assume responsibility for and perform their assigned duties in accordance with the rules and regulations of Hospital.
3. Students shall not be permitted to accept financial compensation or any form of gratuity for rendering patient care.
4. Students shall be assigned to specific patients. History and physical examinations should be completed on those patients whom the Student will be following on the service to which they are assigned. When applicable, emphasis will be placed on the teaching and application of osteopathic principles and practices. Palpation and structural diagnosis in the narrative form shall be an integral part of the history and physical examination.
5. Students should perform "pre-rounds" on patients or chart review, and accompany the preceptor on rounds, conferences and consultations when appropriate.
6. Histories and physicals may be signed by the Student according to the rules and regulations of the Hospital. The histories and physicals done by the Students should be reviewed by the supervising physician and be reviewed periodically by the preceptor and Student. Student's histories and physicals must be countersigned by the supervising physician within the time required by the rules and regulations of the Hospital.
7. Progress notes, using SOAP model, may be written by the Students only under the direct supervision of the supervising physician. Progress notes must be countersigned within the time required by the rules and regulations of the Hospital.
8. Students shall not order any examinations, tests, medications or procedures. Students shall not write prescriptions for medicine, devices or anything requiring the authority of a licensed physician.
9. Attendance by Students is required at all conferences, discussions or study sessions, and any other programs of an educational nature designed specifically for Students. Each conference should be documented with an attendance record. In addition, Students should be encouraged to attend lectures for residents, provided these do not interfere with the Student's own program.
10. Students shall be required to participate in the utilization of osteopathic manipulative therapy when ordered and supervised by the attending physician.

11. Students shall learn and perform procedures under appropriate and proper supervision, in those areas where the training institution regulations permit such instruction.
12. Every effort should be made to counsel and assist those Students having difficulty in a particular service. Students who are particularly adept in a specific service should be given additional opportunities to learn at the discretion of the appropriate supervising physician and the Director of Medical Education in accordance with Hospital or clinical regulations.
13. Students are to conduct themselves in a courteous and professional manner and shall follow the dress code of the Hospital and TUC at all times.
14. Students must provide health insurance and workers' compensation insurance (if applicable) for themselves while on assignment at the training institution.
15. Students shall become familiar with patient's rights in accordance with Hospital's rules and regulations, and applicable State and Federal regulations. TUC shall instruct its Students on the general requirements of applicable state and federal regulations with respect to patient's rights, and the Hospital shall orient TUC Students on the implementation of state and federal regulations governing patient rights that are specific to the Hospital.

## EXHIBIT B

### PROGRAM EXPECTATIONS

#### GUIDING PRINCIPLES

**Duty:** Medical educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

**Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**Respect:** Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic.

#### RESPONSIBILITIES OF MEDICAL EDUCATORS AND STUDENTS

##### **Medical educators should:**

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity, and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading, or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

##### **Students should:**

- Be courteous of Hospital personnel and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities

- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity, and compassion
- Recognize the privileges and responsibilities of the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

#### RELATIONSHIPS BETWEEN MEDICAL EDUCATORS AND STUDENTS

Students and medical educators should recognize the special nature of the teacher-student relationship, which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and medical educators should strive to develop their relationship to one characterized by mutual trust, acceptance, and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

## **EXHIBIT C**

### **COMPENSATION**

**Director of Medical Education Services.** TUC will pay Hospital the sum of Forty Eight Thousand Dollars (\$48,000) per year for the services of a director of medical education (“DME”)(the “DME Services”). This sum will be paid in equal monthly installments. The payment for DME Services is contingent on the Hospital having core rotations for a minimum of eight (8) Students.

The responsibilities of the DME are outlined in Exhibit C of this document.

**Fee Per Student.** TUC will pay Hospital the sum of Seven Hundred Fifty Dollars (\$750) per Student for each four-week clinical rotation. This sum will be payable within [thirty (30) days] of receipt of invoice for the sum from Hospital and verification that each Student is enrolled in such clinical rotation at Hospital. Payment of the invoice is no guarantee that the Student will successfully pass the rotation. Payment is due whether or not the Student successfully completes the rotation.



## EXHIBIT C

### **Director of Medical Education**

The director of medical education shall have the following specific duties and responsibilities:

1. Representative of the Touro University at Natividad Medical Center.
2. The primary responsibility is to direct quality undergraduate, postgraduate, and continuing medical education programs to assure continued accreditations with the American Osteopathic Association and maintain compliance with the requirements of all agencies including osteopathic specialty colleges.
3. Manages the Office of Medical Education, the administrative unit responsible for all medical education-related activities. Supervises Associate Directors and Medical Education Coordinators. Interviews, employs, and evaluates all office staff. Develops office assignments and processes.
4. When Residency programs become active, assists clinical departments and their residency program directors in directing educational experiences and requirements for their residency programs, including:
  - Ensures compliance with all AOA Basic Standards;
  - Appoints residency program directors with the advice and review of the clinical department;
  - Establishes, communicates, and enforces policies and procedures for residents, including disciplinary action following established procedures;
  - Scheduling, including approval of out-rotations, budgets and time off;
  - Conducts a formal orientation program for new students;
  - Evaluates program content and experiences in conjunction with program directors on a regular basis;
  - Interviews program directors;
  - Directs evaluation of program trainers; and
  - Participates in all AOA program on-site surveys.
5. Coordinates with the medical colleges the clinical experiences of externs, including:
  - Maintains and promotes formal and informal clinical affiliations with osteopathic medical colleges and their administrators;
  - Coordinates scheduling of clinical rotation for externs with Touro Ca COM Clinical Education Department;
  - Provides a formal orientation for externs;
  - Coordinates extern evaluation with the Clinical Education Department at Touro Ca COM;

6. Directs the ongoing marketing activities, recruitment, selection and appointment of externs.
7. Directs the ongoing program of didactic activities for the medical students and medical staff, including curriculum development, faculty identification and recruitment, scheduling implementation and evaluation.
8. In conjunction with Touro-COM as an accredited sponsor of AOA CME programs, directs a program of osteopathic continuing medical education for members of the medical staff and community physicians, to include:
  - Organizational and community needs assessment;
  - Program development and implementations; and
  - Maintenance and reporting of CME records.
9. Participates as an ex officio member of the Executive Committee of the Medical Staffs and as an ex officio member of the Education Committee.
10. Participates in all Touro California COM activities.
11. Directs all Clinical Educational activities of Touro California COM at training sites.
12. Communicates Touro Educational related activities to the Medical Staff Executive committee and Education committee.
13. Keeps informed and knowledgeable regarding changes in federal and state policy regarding graduate medical education policies and funding.
14. Encouraged to participate in clinical (patient care and teaching) activities.
15. Develops and maintains standards for faculty selection and appointment.
16. Participates in recruitment of medical staff to be involved in the teaching activities of the Touro College of Osteopathic Medicine in the Salinas community.